

SUPPLEMENTAL AGREEMENT NO. 1

Contract Number: **SS6196-3/25-OTR (Executed on August 9, 2006;
Resolution No. R-210-06)**

Contract Title: **Engine Support Services Program for Helicopters**

Contractor: **Pratt & Whitney Canada Corp.
1000 Marie-Victorin
Longueuil, Quebec, Canada J4G 1A1**

In accordance with the above referenced Contract, this Supplemental Agreement No. 1 when properly executed becomes a part of the Contract, effective January 15, 2007 and incorporates the following changes:

- 1) This Supplemental Agreement No. 1 memorializes the Effective Date of the Agreement as September 1, 2006. The expiration date of the initial Agreement is August 31, 2011.
- 2) The first sentence of item 2 of the Contract is deleted and replaced with the following: "This LOA includes three (3), five (5) year options to renew (OTRs), at the County's sole discretion."
- 3) The Helicopters covered under this Program are Bell 412 helicopters with aircraft Serial Numbers 36248, 36269, 36358, and 36382.
- 4) In addition to the Eagle Service Plan, the County opts to participate and pay for the Fleet Enhancement Program ("FEP"), whereby the County obtains a new engine in lieu of overhauling the engine at the end of the 4000 hour Time Between Overhaul. The County will begin paying a monthly payment for the FEP for hours flown starting September 1, 2006; and will provide a lump sum buy-in payment for each of the aircraft as stated below:

<u>Bell 412 Serial No.</u>	<u>ESP® Agreement No.</u>	<u>Total Time Since New reported to end of August, 2006</u>	<u>2006 FEP Hourly Rate</u>	<u>Lump Sum Buy-In Amount (2006 USD)</u>
36248	0465-01	2552.8	\$114.56	\$292,448.77
36269	0634-01	1919.7	\$114.56	\$219,920.83
36358	1220-01	368.5	\$114.56	\$42,215.36
36382	1237-01	264.4	\$114.56	\$30,289.66
			Total one time buy-in fee for 4 aircraft	\$584,874.62 *

* Payment of one time buy-in fee of \$584,874.62 is based on 2006 pricing, and shall remain valid if paid to P&WC by January 31, 2007. If not paid by January 31, 2007, this amount shall be escalated to 2007 pricing, and shall be \$622,297.20 USD.

- 5) Appendix B – Price Summary is supplemented to incorporate the Price Summary for 2006 and 2007 as follows:

PRICE SUMMARY - 2006

ALL BELL HELICOPTERS

Per Flight Hour

1. *Pratt & Whitney Canada ESP®
Gold Eagle Service Plan™ PT-6 Engine Twinpac:
 - a) 2 Engines
 - b) Gearbox Assembly
2. Fleet Enhancement Program

\$285.06

\$114.56

Total Pratt & Whitney Canada ESP®/FEP Plan

Fixed Hourly (Flight) Price Rate:

\$ 399.62

*Engine price rates shall be based on up to 3 Cycle/ Flight Hour.

PRICE SUMMARY - 2007

ALL BELL HELICOPTERS

Per Flight Hour

1. *Pratt & Whitney Canada ESP®
Gold Eagle Service Plan™ PT-6 Engine Twinpac:
 - a. 2 Engines
 - b. Gearbox Assembly
2. Fleet Enhancement Program

\$303.30

\$121.89

Total Pratt & Whitney Canada ESP®/FEP Plan

Fixed Hourly (Flight) Price Rate:

\$ 425.19

*Engine price rates shall be based on up to 3 Cycle/ Flight Hour.

All terms, covenants and conditions of the original Contract and any supplemental agreements issued thereto shall remain in full force and effect, except to the extent herein amended.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement to County Contract No. SS6196-3/25-OTR.

Contractor

Miami-Dade County

By: James Tempel

Name: James Tempel

Title: Manager, Fleet Services Product

Date: Jan. 16, 2007

Attest: Joseph Bracken

Corporate Secretary

Legal Counsel 192296-3

By: George M. Burgess

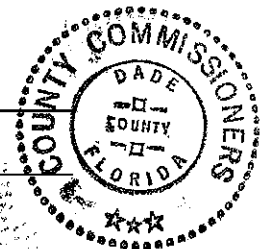
Name: George M. Burgess

Title: County Manager

Date: 1/31/07

Attest: [Signature]

Clerk of the Board



Corporate Seal

Approved as to form
and legal sufficiency

[Signature]
Assistant County Attorney

AMENDMENT NO. 1 DATED January 15, 2007

TO

ESP® Agreement No. 0465-01

BETWEEN:

PRATT & WHITNEY CANADA CORP.
1000 Marie-Victorin
Longueuil, Quebec
Canada J4G 1A1

(hereinafter called "P&WC")

AND:

MIAMI DADE COUNTY
14150 SW 127 St.,
Miami, FL 33186
U.S.A.

(hereinafter called "Operator")

WHEREAS:

A. P&WC and the Operator have entered into an ESP® Agreement # 0465-01, dated January 12, 2007, for the supply of Engine maintenance services by P&WC as specified therein;

B. The parties wish to amend the ESP® Agreement as follows.

NOW THEREFORE the parties agree:

1. Article 5.4, **Indemnification**, after "Operator will...", add, "..., to the extent permitted by law, ...".
2. Article 16. 1, **Non-Disclosure**, after "... publicity concerning this Agreement ...", add, "..., unless required or authorized by applicable law."
3. Replace Article 17.3 in its entirety with, "This Agreement shall be interpreted and enforced in accordance with the laws applicable in the State of New York, USA, without reference to its conflict of laws rules."
4. All other clauses and provisions of the ESP® Agreement shall remain in full force and effect.

SIGNED in duplicate by the duly authorized representatives of each party:

PRATT & WHITNEY CANADA CORP.

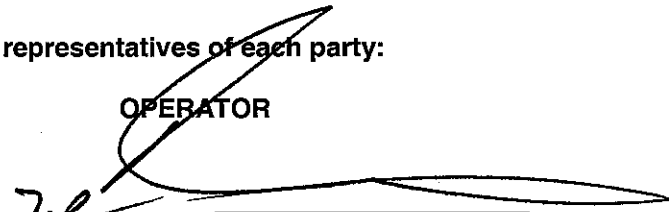


Name: Daniel A. Dixon
Product Manager
Title: Sales/Marketing Programs

Date: 15 Jan. 07

Jack Brown
Legal Counsel
192296-3

OPERATOR



Name: George M. Burgess

Title: County Manager

Date: 1/31/07

Approved as to legal sufficiency


Assistant County Attorney

AMENDMENT NO. 1 DATED January 15, 2007

TO

ESP® Agreement No. 0634-01

BETWEEN:

PRATT & WHITNEY CANADA CORP.
1000 Marie-Victorin
Longueuil, Quebec
Canada J4G 1A1

(hereinafter called "P&WC")

AND:

MIAMI DADE COUNTY
14150 SW 127 St.,
Miami, FL 33186
U.S.A.

(hereinafter called "Operator")

WHEREAS:

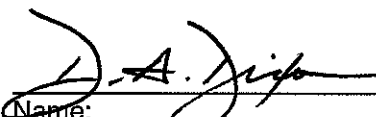
- A. P&WC and the Operator have entered into an ESP® Agreement # 0634-01, dated January 12, 2007, for the supply of Engine maintenance services by P&WC as specified therein;
- B. The parties wish to amend the ESP® Agreement as follows.

NOW THEREFORE the parties agree:

1. Article 5.4, **Indemnification**, after "Operator will...", add, "..., to the extent permitted by law, ...".
2. Article 16. 1, **Non-Disclosure**, after "... publicity concerning this Agreement ...", add, "..., unless required or authorized by applicable law."
3. Replace Article 17.3 in its entirety with, "This Agreement shall be interpreted and enforced in accordance with the laws applicable in the State of New York, USA, without reference to its conflict of laws rules."
4. All other clauses and provisions of the ESP® Agreement shall remain in full force and effect.

SIGNED in duplicate by the duly authorized representatives of each party:

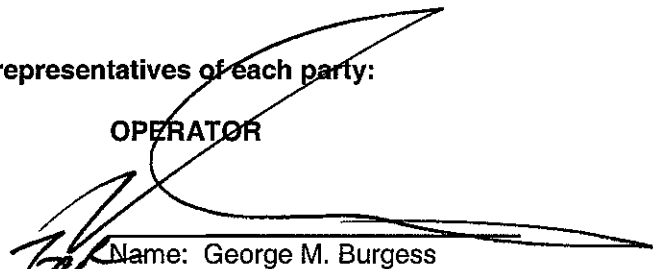
PRATT & WHITNEY CANADA CORP.


Name: Daniel A. Dixon
Title: Product Manager
Sales/Marketing PbH Programs

Date: 15 Jan. 07

Jacque Braw
Legal Counsel
192296-3

OPERATOR


Name: George M. Burgess

Title: County Manager

Date: 1/31/07

Approved as to legal sufficiency


Assistant County Attorney

AMENDMENT NO. 1 DATED January 15, 2007

TO

ESP® Agreement No. 1220-01

BETWEEN:

PRATT & WHITNEY CANADA CORP.
1000 Marie-Victorin
Longueuil, Quebec
Canada J4G 1A1

(hereinafter called "P&WC")

AND:

MIAMI DADE COUNTY
14150 SW 127 St.,
Miami, FL 33186
U.S.A.

(hereinafter called "Operator")

WHEREAS:


- A. P&WC and the Operator have entered into an ESP® Agreement # 1220-01, dated January 12, 2007, for the supply of Engine maintenance services by P&WC as specified therein;
- B. The parties wish to amend the ESP® Agreement as follows.

NOW THEREFORE the parties agree:

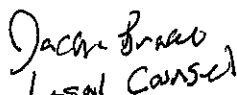
1. Article 5.4, **Indemnification**, after "Operator will...", add, "..., to the extent permitted by law, ...".
2. Article 16. 1, **Non-Disclosure**, after "... publicity concerning this Agreement ...", add, "..., unless required or authorized by applicable law."
3. Replace Article 17.3 in its entirety with, "This Agreement shall be interpreted and enforced in accordance with the laws applicable in the State of New York, USA, without reference to its conflict of laws rules."
4. All other clauses and provisions of the ESP® Agreement shall remain in full force and effect.

SIGNED in duplicate by the duly authorized representatives of each party.

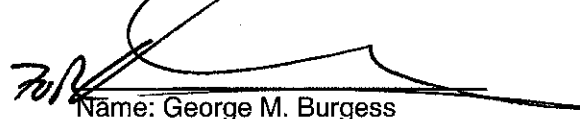
PRATT & WHITNEY CANADA CORP.


Name: Daniel A. Dixon
Title: Product Manager
Sales/Marketing PbH Programs

Date: 15 Jan. 07


Legal Counsel
19296-3

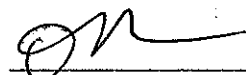
OPERATOR


Name: George M. Burgess

Title: County Manager

Date: 1/31/07

Approved as to legal sufficiency


Assistant County Attorney

AMENDMENT NO. 1 DATED January 15, 2007

TO

ESP® Agreement No. 1237-01

BETWEEN:

PRATT & WHITNEY CANADA CORP.
1000 Marie-Victorin
Longueuil, Quebec
Canada J4G 1A1

(hereinafter called "P&WC")

AND:

MIAMI DADE COUNTY
14150 SW 127 St.,
Miami, FL 33186
U.S.A.

(hereinafter called "Operator")

WHEREAS:

A. P&WC and the Operator have entered into an ESP® Agreement # 1237-01, dated January 12, 2007, for the supply of Engine maintenance services by P&WC as specified therein;

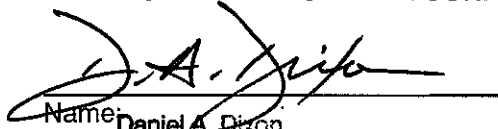
B. The parties wish to amend the ESP® Agreement as follows.

NOW THEREFORE the parties agree:

1. Article 5.4, **Indemnification**, after "Operator will...", add, "..., to the extent permitted by law, ...".
2. Article 16. 1, **Non-Disclosure**, after "... publicity concerning this Agreement ...", add, "..., unless required or authorized by applicable law."
3. Replace Article 17.3 in its entirety with, "This Agreement shall be interpreted and enforced in accordance with the laws applicable in the State of New York, USA, without reference to its conflict of laws rules."
4. All other clauses and provisions of the ESP® Agreement shall remain in full force and effect.

SIGNED in duplicate by the duly authorized representatives of each party:

PRATT & WHITNEY CANADA CORP.

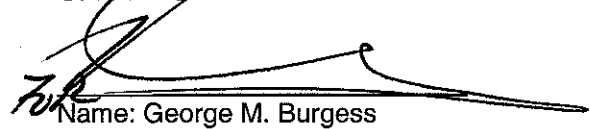


Name: Daniel A. Dixon
Product Manager
Title: Sales/Marketing PbH Programs

Date: 15 Jan. 07

Jacq. Brault
Legal Counsel
192296-3

OPERATOR



Name: George M. Burgess

Title: County Manager

Date: 1/31/07

Approved as to legal sufficiency


Assistant County Attorney

Pratt & Whitney Canada Corp.
1000 Marie-Victorin
Longueuil, Quebec, Canada J4G 1A1
(450) 677-9411



Pratt & Whitney Canada

A United Technologies Company

EAGLE SERVICE PLAN ESP®

Gold Plan

AGREEMENT No.: 0465-01

Date: January 12, 2007

PRATT & WHITNEY CANADA CORP.
1000 Marie Victorin
Longueuil, QC
CANADA J4G 1A1
(hereafter called "P&WC")

Between:
and

MIAMI DADE COUNTY
14150 SW 127 Street
Miami, FL, 33186
USA

(hereafter called the "Operator")

WHEREAS the Operator wishes to procure and P&WC is willing to supply Overhaul and Repair services in support of the Operator's P&WC Engines;

THIS AGREEMENT WITNESSETH and the parties hereby agree as follows:

P&WC shall supply and the Operator shall purchase and pay for the goods and services specified below, in accordance with the Scope, Terms and Conditions set out in Attachment 1 (rev. October 2006) and Annexes A through I hereto which are expressly incorporated in and shall form part of this Agreement.

SIGNED in duplicate by the duly authorized representatives of each party:

PRATT & WHITNEY CANADA CORP.

MIAMI DADE COUNTY

Signature: [Signature]

Date: 15 Jan. 07

Signature: [Signature]

Date: 1/21/07

Name: Daniel A. Dixon
Title: Product Manager
Sales/Marketing PbH Programs

Name: GEORGE M. BURGESS
Title: COUNTY MANAGER

UNLESS EXECUTED BY BOTH PARTIES BY FEBRUARY 11, 2007, THIS AGREEMENT SHALL BE RENDERED NULL AND VOID.

SPECIFICATION

Jocelyn Brault
192296-3
Legal Counsel

Engine Model	Engine or Gearbox Serial Numbers	*Y2007 Basic Hourly Rate U.S.\$ (B)
PT6T-3D MD	TH0363	\$133.21
PT6T-3D MD	TH0362	\$133.21
PT6T-3D MD	TJ0186	\$133.21

APPROVED AS TO LEGAL SUFFICIENCY
[Signature]
ASSISTANT COUNTY ATTORNEY

Aircraft Model: Bell BH412EP; S/N: 36248

Basic Hourly Rate is in accordance with the Letter of Agreement dated August 9, 2006 which includes an FEP

- (A) MINIMUM ANNUAL HOURS PER ENGINE: **150 hours per Engine**
(B) HOURLY RATE VALIDITY CRITERIA**: Total ESP® Engine Cycles per hour: 0.1 to 1.00 cycles per hour
(C) EFFECTIVE DATE: September 1, 2006 EXPIRY DATE: August 31, 2011
(D) WORKSCOPE PROVIDED:

- 1) Scheduled Overhaul, excluding Life Limited Parts
- 2) Hot Section Inspection (HSI), excluding Life Limited Parts
- 3) BUER Repair
- 4) Unscheduled Line Replaceable Units (LRU) Repair
- 5) Rental engine support
- 6) Life limited parts specified in Annex B and Annex F: **INCLUDED**
- 7) Engine or LRU removal, installation, or access labor and Freight: **INCLUDED**
- 8) Fleet Enhancement Program (FEP) **INCLUDED**

Additional Coverage:

Note: *All rates are subject to an annual adjustment for parts and labour on January 1 of each year

**The Hourly or Cycle Rate is based on the workscope provided and on the Mission Profile declared herein by the Operator in Annex A

Pratt & Whitney Canada Corp.
1000 Marie-Victorin
Longueuil, Quebec, Canada J4G 1A1
(450) 677-9411



Pratt & Whitney Canada

A United Technologies Company

EAGLE SERVICE PLAN ESP®

Gold Plan

AGREEMENT No.: 0634-01

Date: January 12, 2007

PRATT & WHITNEY CANADA CORP.
1000 Marie Victorin
Longueuil, QC
CANADA J4G 1A1
(hereafter called "P&WC")

Between:
and

MIAMI DADE COUNTY
14150 SW 127 Street
Miami, FL, 33186
USA
(hereafter called the "Operator")

WHEREAS the Operator wishes to procure and P&WC is willing to supply Overhaul and Repair services in support of the Operator's P&WC Engines;

THIS AGREEMENT WITNESSETH and the parties hereby agree as follows:

P&WC shall supply and the Operator shall purchase and pay for the goods and services specified below, in accordance with the Scope, Terms and Conditions set out in Attachment 1 (rev. October 2006) and Annexes A through I hereto which are expressly incorporated in and shall form part of this Agreement.

SIGNED in duplicate by the duly authorized representatives of each party:

PRATT & WHITNEY CANADA CORP.

MIAMI DADE COUNTY

Signature: [Signature]

Date: 15 Jan. 07

Signature: [Signature]

Date: 11/31/07

Name: Daniel A. Dixon

Name: GEORGE MORGESS

Title: Product Manager

Title: COUNTY MANAGER

Sales/Marketing P&H Programs

UNLESS EXECUTED BY BOTH PARTIES BY FEBRUARY 11, 2007, THIS AGREEMENT SHALL BE RENDERED NULL AND VOID.

SPECIFICATION

Jacques Brodeur
Legal Counsel
142296-3

Engine Model	Engine or Gearbox Serial Numbers	*Y2007 Basic Hourly Rate U.S.\$ (B)
PT6T-3D MD	TH0419	\$133.21
PT6T-3D MD	TH0420	\$133.21
PT6T-3D MD	TJ0216	\$133.21

APPROVED AS TO LEGAL SUFFICIENCY
[Signature]
ASSISTANT COUNTY ATTORNEY

Aircraft Model: Bell BH412EP; S/N: 36269

Basic Hourly Rate is in accordance with the Letter of Agreement dated August 9, 2006 which includes an FEP

- (A) MINIMUM ANNUAL HOURS PER ENGINE: **150 hours per Engine**
(B) HOURLY RATE VALIDITY CRITERIA**: Total ESP® Engine Cycles per hour: 0.1 to 1.00 cycles per hour
(C) EFFECTIVE DATE: September 1, 2006 EXPIRY DATE: August 31, 2011
(D) WORKSCOPE PROVIDED:

- 1) Scheduled Overhaul, excluding Life Limited Parts
- 2) Hot Section Inspection (HSI), excluding Life Limited Parts
- 3) BUER Repair
- 4) Unscheduled Line Replaceable Units (LRU) Repair
- 5) Rental engine support
- 6) Life limited parts specified in Annex B and Annex F: **INCLUDED**
- 7) Engine or LRU removal, installation, or access labor and Freight: **INCLUDED**
- 8) Fleet Enhancement Program (FEP) **INCLUDED**

Additional Coverage:

Note: *All rates are subject to an annual adjustment for parts and labour on January 1 of each year

**The Hourly or Cycle Rate is based on the workscope provided and on the Mission Profile declared herein by the Operator in Annex A

Pratt & Whitney Canada Corp.
1000 Marie-Victorin
Longueuil, Quebec, Canada J4G 1A1
(450) 677-9411



Pratt & Whitney Canada

A United Technologies Company

EAGLE SERVICE PLAN ESP®

Gold Plan

AGREEMENT No.:1220-01

Date: January 12, 2007

PRATT & WHITNEY CANADA CORP.
1000 Marie Victorin
Longueuil, QC
CANADA J4G 1A1
(hereafter called "P&WC")

Between:
and

MIAMI DADE COUNTY
14150 SW 127 Street
Miami, FL, 33186
USA

(hereafter called the "Operator")

WHEREAS the Operator wishes to procure and P&WC is willing to supply Overhaul and Repair services in support of the Operator's P&WC Engines;

THIS AGREEMENT WITNESSETH and the parties hereby agree as follows:

P&WC shall supply and the Operator shall purchase and pay for the goods and services specified below, in accordance with the Scope, Terms and Conditions set out in Attachment 1 (rev. October 2006) and Annexes A through I hereto which are expressly incorporated in and shall form part of this Agreement.

SIGNED in duplicate by the duly authorized representatives of each party:

PRATT & WHITNEY CANADA CORP.

Signature:

Date: 15 Jan. 07

Name:

Daniel A. Dixon

Title:

Product Manager
Sales/Marketing PbH Programs

MIAMI DADE COUNTY

Signature:

Date: 1/31/07

Name:

GEORGE M. BURGESS

Title:

COUNTY MANAGER

UNLESS EXECUTED BY BOTH PARTIES BY FEBRUARY 11, 2007, THIS AGREEMENT SHALL BE RENDERED NULL AND VOID.

SPECIFICATION

Engine Model	Engine or Gearbox Serial Numbers	*Y2007 Basic Hourly Rate U.S.\$ (B)
PT6T-3D MD	TH0651	\$133.21
PT6T-3D MD	TH0650	\$133.21
PT6T-3D MD	TJ0335	\$133.21

*Jason Brank
Legal Counsel
192246-3*

APPROVED AS TO LEGAL SUFFICIENCY
ON
ASSISTANT COUNTY ATTORNEY

Aircraft Model: Bell BH412EP; S/N: 36358

Basic Hourly Rate is in accordance with the Letter of Agreement dated August 9, 2006 which includes an FEP

- (A) MINIMUM ANNUAL HOURS PER ENGINE: **150 hours per Engine**
(B) HOURLY RATE VALIDITY CRITERIA**: Total ESP® Engine Cycles per hour: 0.1 to 1.00 cycles per hour
(C) EFFECTIVE DATE: September 1, 2006 EXPIRY DATE: August 31, 2011
(D) WORKSCOPE PROVIDED:

- 1) Scheduled Overhaul, excluding Life Limited Parts
- 2) Hot Section Inspection (HSI), excluding Life Limited Parts
- 3) BUER Repair
- 4) Unscheduled Line Replaceable Units (LRU) Repair
- 5) Rental engine support
- 6) Life limited parts specified in Annex B and Annex F: **INCLUDED**
- 7) Engine or LRU removal, installation, or access labor and Freight: **INCLUDED**
- 8) Fleet Enhancement Program (FEP) **INCLUDED**

Additional Coverage:

Note: *All rates are subject to an annual adjustment for parts and labour on January 1 of each year

**The Hourly or Cycle Rate is based on the workscope provided and on the Mission Profile declared herein by the Operator in Annex A

Pratt & Whitney Canada Corp.
1000 Marie-Victorin
Longueuil, Quebec, Canada J4G 1A1
(450) 677-9411



Pratt & Whitney Canada

A United Technologies Company

EAGLE SERVICE PLAN ESP®

Gold Plan

AGREEMENT No.:1237-01

Date: January 12, 2007

PRATT & WHITNEY CANADA CORP.
1000 Marie Victorin
Longueuil, QC
CANADA J4G 1A1
(hereafter called "P&WC")

Between:
and

MIAMI DADE COUNTY
14150 SW 127 Street
Miami, FL, 33186
USA

(hereafter called the "Operator")

WHEREAS the Operator wishes to procure and P&WC is willing to supply Overhaul and Repair services in support of the Operator's P&WC Engines;

THIS AGREEMENT WITNESSETH and the parties hereby agree as follows:

P&WC shall supply and the Operator shall purchase and pay for the goods and services specified below, in accordance with the Scope, Terms and Conditions set out in Attachment 1 (rev. October 2006) and Annexes A through I hereto which are expressly incorporated in and shall form part of this Agreement.

SIGNED in duplicate by the duly authorized representatives of each party:

PRATT & WHITNEY CANADA CORP.

MIAMI DADE COUNTY

Signature:

Date: 15 Jan 07

Signature: [Signature]

Date: 1/31/07

Name:

Daniel A. Dixon

Name:

GEORGE M. BURGESS

Title:

Product Manager
Sales/Marketing PbH Programs

Title:

COUNTY MANAGER

UNLESS EXECUTED BY BOTH PARTIES BY FEBRUARY 11, 2007, THIS AGREEMENT SHALL BE RENDERED NULL AND VOID.

SPECIFICATION

Engine Model	Engine or Gearbox Serial Numbers	*Y2007 Basic Hourly Rate U.S.\$ (B)
PT6T-3D MD	TH0707	\$133.21
PT6T-3D MD	TH0706	\$133.21
PT6T-3D MD	TJ0364	\$133.21

*Jacques Braak
Legal Counsel
1422963*

*APPROVED AS TO LEGAL SUFFICIENCY
[Signature]
ASSISTANT COUNTY ATTORNEY*

Aircraft Model: Bell BH412EP; S/N: 36382

Basic Hourly Rate is in accordance with the Letter of Agreement dated August 9, 2006 which includes an FEP

- (A) MINIMUM ANNUAL HOURS PER ENGINE: **150 hours per Engine**
(B) HOURLY RATE VALIDITY CRITERIA**: Total ESP® Engine Cycles per hour: 0.1 to 1.00 cycles per hour
(C) EFFECTIVE DATE: September 1, 2006 EXPIRY DATE: August 31, 2011
(D) WORKSCOPE PROVIDED:

- 1) Scheduled Overhaul, excluding Life Limited Parts
- 2) Hot Section Inspection (HSI), excluding Life Limited Parts
- 3) BUER Repair
- 4) Unscheduled Line Replaceable Units (LRU) Repair
- 5) Rental engine support

Additional Coverage:

- 6) Life limited parts specified in Annex B and Annex F: **INCLUDED**
- 7) Engine or LRU removal, installation, or access labor and Freight: **INCLUDED**
- 8) Fleet Enhancement Program (FEP) **INCLUDED**

Note: *All rates are subject to an annual adjustment for parts and labour on January 1 of each year

**The Hourly or Cycle Rate is based on the workscope provided and on the Mission Profile declared herein by the Operator in Annex A